

**SOLVAY
AMERICA**

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OFFICE OF THE
SECRETARY

MAR 23 9 19 PM '95

LICENSING BRANCH

March 10, 1995

VIA EXPRESS DELIVERY

RECORDATION NO. 15075-D FILED 1495

MAR 23 1995 9 25 AM

INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary

Interstate Commerce Commission
12th and Constitution Avenue N.W.
Washington, D.C. 20423

RECEIVED
OFFICE OF THE
SECRETARY
MAR 22 3 18 PM '95
LICENSING BRANCH

Re: Supplemental Filing to Recordation No. 15075, filed October 16, 1986.

Dear Mr. Strickland:

Enclosed for supplemental filing and recordation are copies of the following documents:

1. Letter Agreement dated November 24, 1992, entered into by and between Barclays Business Credit, Inc. and Solvay Polymers, Inc., amending that certain Master Equipment Lease dated September 1, 1986; and

2. Instrument of Appointment appointing State Street Bank and Trust Company as successor trustee of The Connecticut Bank and Trust Company, N.A.

It is my understanding from talking with a representative from your office that the Restated Certificate of Incorporation of Soltex Polymer Corporation, certified by the Office of the Secretary of State of the State of Delaware, reflecting Soltex Polymer Corporation's change of name to Solvay Polymers, Inc., the Articles of Amendment to the charter of BarclaysAmerican/Leasing, Inc., certified by the Office of the Secretary of State of the State of North Carolina, reflecting BarclaysAmerican/Leasing, Inc.'s change of name to Barclays Leasing, Inc. and the Articles of Merger, certified by the Office of the Secretary of State of the State of North Carolina, reflecting the merger of Barclays Leasing, Inc. and Barclays Business Credit, Inc., with the surviving corporation being known as Barclays Business Credit, Inc. need not be filed. If this is incorrect, please contact me at 713/525-6073 by telephone or at 713/525-7887 by fax.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering required recordation fees.

Kindly return the stamped counterparts of the enclosed documents not needed for your official files to Kathleen A. Keene, Solvay America, Inc., 3333 Richmond Avenue, Houston, Texas 77098.

Sincerely,

A handwritten signature in cursive script, reading "Kathleen A. Keene". The signature is written in dark ink and is positioned above the printed name and title.

Kathleen A. Keene
Attorney

Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

Office Of The Secretary

Kathleen A. Keene
Attorney
Solvay America, Inc.
3333 Richmond Avenue
Houston, Texas 77098

Dear

Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 3/23/95 at 9:25AM, and
assigned recordation number(s). 15075-D.

Sincerely yours,

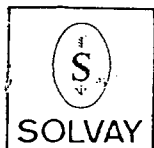
Vernon A. Williams
Secretary

Enclosure(s)

(0100569013)

\$ 31.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



SOLVAY POLYMERS

Quality Polymers Through Technology and People

November 24, 1992

RECORDATION NO. 15095-D FILED 1425
MAR 23 1995 - 9 25 AM
INTERSTATE COMMERCE COMMISSION

BarclaysAmerican/Leasing, Inc.
201 South Tryon Street
Charlotte, North Carolina 28231

Re: Master Equipment Lease entered into by
and between Soltex Polymer Corporation,
now known as Solvay Polymers, Inc., and
BarclaysAmerican/Leasing, Inc., dated as of
September 1, 1986 (the "Lease").

Dear Sir or Madam:

This letter shall serve to amend the Lease in accordance with
Section 25 thereof, to delete the purchase option granted in favor
of Soltex Polymer Corporation.

The parties to the Lease, for good and valuable consideration,
hereby agree to amend the Lease by deleting Section 16 of the Lease
in its entirety. Further, Solvay Polymers, Inc., formerly known as
Soltex Polymer Corporation, hereby irrevocably waives all rights
created pursuant to Section 16 of the Lease.

If you are in agreement with the foregoing, please sign the form of
acceptance on the enclosed counterpart of this letter and return
the same to the undersigned, whereupon this letter shall become a
binding amendment to the Lease.

This letter shall not be construed as a waiver or amendment of any
of the other provisions of the Lease, which shall remain in full
force and effect.

Very truly yours,

SOLVAY POLYMERS, INC.

By: *David G. Birney*
David G. Birney
Executive Vice President
and General Manager

AGREED AND ACCEPTED AS OF
THE DATE FIRST WRITTEN
ABOVE: *Barclays Business Credit, Inc., formerly*
BARCLAYSAMERICAN/LEASING,
INC.

By: *W.D. Thompson*
Printed Name: W.D. Thompson
Title: *Vice President*

INSTRUMENT OF APPOINTMENT

This Instrument of Appointment is executed on September 3, 1991, by the Federal Deposit Insurance Corporation ("FDIC") as Receiver (the "Receiver") of New Bank of New England, N.A. ("New BNE") and The New Connecticut Bank and Trust Company, N.A. ("New CBT").

WHEREAS, pursuant to a certain Agreement for the Acquisition of Corporate Trust Businesses (the "Sale Agreement") dated as of July 17, 1990, by and among Bank of New England, N.A. ("BNE"), The Connecticut Bank and Trust Company, N.A. ("CBT"), and State Street Bank and Trust Company ("State Street"), State Street undertook to acquire substantially all of the corporate trust businesses of BNE and CBT; and

WHEREAS, it was not possible to complete, as of the closing date under the Sale Agreement, the appointment of State Street or certain of its designated subsidiaries as trustee, fiduciary or agent, as the case may be, under each of the corporate trust instruments subject to the Sale Agreement (the "Trust Instruments"); and

WHEREAS, on January 6, 1991, the Office of the Comptroller of the Currency ("OCC") closed BNE and CBT and appointed the FDIC as receiver, and the FDIC as receiver succeeded to all rights and powers of BNE and CBT; and

WHEREAS, pursuant to Sections 3.1(g) and 4.5 of the Purchase and Assumption Agreements by and between the FDIC in its corporate capacity and as receiver, New BNE, and New CBT, New BNE and New CBT acquired the trust businesses of BNE and CBT, respectively; and

WHEREAS, the FDIC as receiver of BNE and CBT determined, pursuant to Section 11(e)(1) of the Federal Deposit Insurance Act, that continuing obligations under the Sale Agreement were burdensome and that disaffirmance of the Sale Agreement would promote the orderly administration of the failed institutions' affairs, and therefore disaffirmed the Sale Agreement; and

WHEREAS, notwithstanding such disaffirmance, the parties hereto wish to complete the transfer of the trust businesses to State Street; and

WHEREAS, on July 13, 1991, the OCC appointed the FDIC as Receiver of New BNE and New CBT, and the Receiver succeeded to the rights and powers of New BNE and New CBT; and

WHEREAS, pursuant to Sections 11(d)(2)(G)(i) and 13(c)(6) of the Federal Deposit Insurance Act, the Receiver may

transfer any asset or liability of New BNE and New CBT, including those associated with any trust business, without any approval, assignment, or consent with respect to such transfer; and

WHEREAS, the FDIC in its corporate capacity and as Receiver entered into an Assistance Agreement (the "Assistance Agreement") dated as of July 12, 1991, with Fleet/Norstar Financial Group, Inc., and certain of its subsidiaries (collectively, "Fleet") pursuant to which Fleet purchased assets and assumed liabilities of New BNE and New CBT from the Receiver; and

WHEREAS, it was the understanding of the parties to the Assistance Agreement that the trust assets and liabilities comprising the trust businesses that were sold to State Street under the Sale Agreement, to the extent not yet transferred to State Street, would be transferred to State Street as successor trustee; and

WHEREAS, the Assistance Agreement does not by its terms provide for that transfer, making further action necessary;

NOW, THEREFORE, in consideration of the foregoing:

1. The Receiver hereby appoints State Street as successor trustee, fiduciary, or agent, as the case may be, under each of the Trust Instruments as to which New BNE or New CBT succeeded and the appointment of State Street as successor trustee, fiduciary, or agent had not been completed as of the date hereof.

2. Such appointment shall be effective as of July 14, 1991.

3. Such appointment shall not apply with respect to any Trust Instruments under or pursuant to which State Street Bank and Trust Company of Connecticut, N.A., a wholly owned subsidiary of State Street, has been duly appointed as successor trustee, fiduciary, or agent on or after July 14, 1991, and prior to the date hereof, by other instruments of transfer or appointment.

4. This Instrument of Appointment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED as a sealed instrument effective as of
July 14, 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of New Bank of New
England, National Association, and The
New Connecticut Bank and Trust
Company, National Association

By: Wayne J. Ness
Wayne J. Ness
Its: Assistant Director
Division of Liquidation

THE FOREGOING IS HEREBY ACKNOWLEDGED AND THE APPOINTMENT IS
ACCEPTED:

STATE STREET BANK AND TRUST COMPANY

By: [Signature]
Its:

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO:

FLEET BANK OF MASSACHUSETTS, NATIONAL ASSOCIATION

By: _____
Its:

FLEET BANK, NATIONAL ASSOCIATION

By: _____
Its:

EXECUTED as a sealed instrument effective as of
July 14, 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of New Bank of New
England, National Association, and The
Connecticut Bank and Trust Company,
National Association

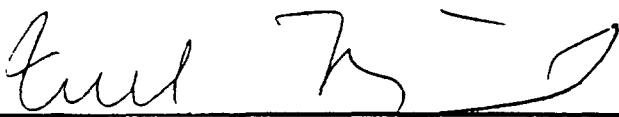
By: _____
Its:

THE FOREGOING IS HEREBY ACKNOWLEDGED AND THE APPOINTMENT IS
ACCEPTED:

STATE STREET BANK AND TRUST COMPANY

By: _____
Its:

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO:
FLEET BANK OF MASSACHUSETTS, NATIONAL ASSOCIATION

By: 
Its:

FLEET BANK, NATIONAL ASSOCIATION

By: _____
Its:

EXECUTED as a sealed instrument effective as of
July 14, 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of New Bank of New
England, National Association, and The
Connecticut Bank and Trust Company,
National Association

By: _____

Its:

THE FOREGOING IS HEREBY ACKNOWLEDGED AND THE APPOINTMENT IS
ACCEPTED:

STATE STREET BANK AND TRUST COMPANY

By: _____

Its:

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO:
FLEET BANK OF MASSACHUSETTS, NATIONAL ASSOCIATION

By: _____

Its:

FLEET BANK, NATIONAL ASSOCIATION

By: Kathleen M. Brennan

Its: AVP and Counsel

FLEET/NORSTAR FINANCIAL GROUP, INC.

By: Will R. J.

Its:

FLEET/NORSTAR HOLDING COMPANY, INC.

By: Will R. J.

Its: